

THE QUEEN'S BENCH
WINNIPEG CENTRE

BETWEEN:

WINNIPEG AIRPORTS AUTHORITY INC.,

plaintiff,

- and -

SKYSERVICE AIRLINES INC./LIGNES AÉRIENNES SKYSERVICE INC.,

defendant.

STATEMENT OF CLAIM

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WINNIPEG CENTRE

BETWEEN:

WINNIPEG AIRPORTS AUTHORITY INC.,

plaintiff,

- and -

SKYSERVICE AIRLINES INC./LIGNES AÉRIENNES SKYSERVICE INC.,

defendant.

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THE PROCEEDING, you or a Manitoba lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Queen's Bench Rules, serve it on the Plaintiff's lawyer or where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$300.00 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$300.00 for costs and have costs assess by the court.

JEANNE L. METCALFE
DEPUTY REGISTRAR
COURT OF QUEENS BENCH FOR MANITOBA

Date: March 31, 2010

Deputy Registrar

TO: SKYSERVICE AIRLINES INC./LIGNES AÉRIENNES SKYSERVICE INC.,
31 Fasken Drive
Etobicoke, ON M9W 1W6

CLAIM

1. The plaintiff claims from the defendant:
 - a) judgment in the amount of \$451,491.95;
 - b) judgment in the amount of any additional fees, charges and amounts incurred, in an amount to be proven at trial;
 - c) interest as prescribed by the plaintiff's Schedule of Rate and Fees as more particularly described herein. Alternatively, interest as prescribed by the *Court of Queen's Bench Act*, S.M. 1988-89, c.4-Cap. C280;
 - d) an Order authorizing the plaintiff to seize and detain the aircraft owned or operated by the defendant, or such other security as may be available at law, until the amounts due to the plaintiff are paid or a bond satisfactory to the plaintiff is posted to secure the plaintiff for the amounts due;
 - e) an Order directing the defendant to post security in an amount and in a form sufficient to secure payment of ongoing airport fees;
 - f) costs on a solicitor and client basis; and
 - g) such further and other relief as to this Honourable Court may seem just.

2. The plaintiff is a federal corporation incorporated under the *Canada Business Corporations Act*, is registered to carry on business in the

Province of Manitoba, and is a designated airport authority pursuant to the *Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c.5, as amended.

3. The defendant is a federal corporation incorporated under the *Canada Business Corporations Act*, and is extra-provincially registered to carry on business in the Province of Manitoba, having an attorney for service in the City of Winnipeg, in the Province of Manitoba.
4. The plaintiff operates the Winnipeg James Armstrong Richardson International Airport (the "Airport") located in the City of Winnipeg, in the Province of Manitoba.
5. By a written Schedule of Rates and Fees (the "Schedule") the plaintiff has established landing fees, general terminal fees and other charges related to the use of the Airport.
6. The defendant owns or operates commercial aircraft which land and use the infrastructure, runways, taxiways, parking areas, loading bridges and terminal of the Airport and the defendant's business as an air carrier uses the facilities and services of the Airport (all of which are referred to herein as the "Airport Facilities").
7. The defendant is bound by the terms of the Schedule which provides, among other things, that:
 - a) monthly invoices are issued by the plaintiff to the defendant for landing fees, general terminal fees and other charges related to the use of the Airport Facilities;
 - b) invoices are due thirty (30) days from the date of invoice;

- c) interest is payable on overdue amounts at the prime rate (as defined in the Schedule) plus three (3%) percent;
 - d) in the event any monies due under the Schedule are not paid in full within thirty (30) days from the date of the invoice, the plaintiff may give notice that all fees invoiced at that date are due and payable forthwith and interest will be charged on any unpaid amounts from such date at the prime rate plus three (3%) percent;
 - e) if the defendant defaults in payment of any monies due under the Schedule, the plaintiff may exercise all rights and power of seizure of aircraft or other assets of the defendant and take any other legal proceedings available to realize payment of fees;
 - f) the defendant will provide security to the plaintiff in such form and in such amounts as may be required by the plaintiff from time to time which forms of security may include a letter of credit or cash deposit; and
 - g) the defendant is liable to pay all expenses, charges and legal fees on a solicitor/client basis incurred by the plaintiff to collect and enforce payment of fees.
8. The defendant collects an airport improvement fee ("AIF") from its customers who will be using the Airport. The defendant is obligated to remit all amounts of AIF collected to the plaintiff in accordance with the terms of a written agreement dated January 20, 2004 (the "AIF Agreement").
9. As of March 31, 2010, the defendant is indebted to the plaintiff in the amount of \$451,491.95.

10. The plaintiff pleads and relies upon the provisions of the *Airport Transfer (Miscellaneous Matters) Act*, S.C. 1992, c.5, as amended, and in particular Section 9 thereof.

11. The plaintiff therefore seeks the relief set out in Paragraph 1 hereof.

Date: March 31, 2010

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